- 3. <u>DEFAULT</u>: If Licensee shall fail to keep or perform or abide by any term, condition, covenant or agreement of this Agreement and such default shall continue for a period of two (2) days after written notice from Licensor to Licensee of such default, Licensor may immediately or at any time thereafter terminate this Agreement and the License hereby granted, and this Agreement and the license hereby granted shall be deemed to have been terminated upon the giving by Licensor to Licensee of written notice of such termination.
- 4. LICENSOR'S RIGHT OF PRIOR APPROVAL: Licensee shall make no alteration, addition to or improvement or install any equipment on said Premises without the prior written consent of Licensor and any request by Licensee of Licensor to make any such alteration, addition, improvement or installation shall in each instance be accompanied by plans and specifications therefor all in such reasonable detail as Licensor may require.
- 5. COSTS OF INSTALLATION AND LIENS. All alterations, additions, improvements, and installations made by Licensee pursuant to this Agreement shall be made at its sole cost and expense. Licensee agrees at all times to maintain all installations made by Licensee pursuant to this Agreement in good order and repair and in a safe and proper condition.

Licensee shall not suffer or permit any lien to be filed against the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to or for the benefit of Licensee and nothing in this Agreement contained shall be deemed or construed in any way as constituting the consent or

request of the Licensor, expressed or implied, by into whom or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials that would give rise to the filing of any lien against the Premises. If any such lien shall at any time be filed against the Premises, Licensee shall cause such lien to be discharged of record within five (5) days after the date of the filing thereof.

6. INDEMNIFICATION OF LICENSOR: Licensee agrees to indemnify and defend Licensor and to save harmless Licensor, and the directors, officers, invitees, agents, servants, and employees of Licensor, their successors and assigns against and from any and all claims, damages, liabilities, costs, and expenses which Licensor or such other persons or parties may incur or be liable for, including attorney's fees, occurring on said Premises, or on, in or about adjoining buildings, streets, sidewalks or vaults, or in any way arising out of or related to this Agreement or any of the provisions thereof, occasioned in whole or part by any act or omission on the part of Licensee or any contractor, employee, agent, visitor, or assignee of Licensee, or by reason of any unlawful use of the rights granted hereunder or by reason of any breach, violation, or non-performance of any covenant in this Agreement on the part of Licensee to be observed or performed, and also by reason of any matter or thing growing out of the occupancy or use of said Premises or out of the erection, maintenance or use of equipment or other facilities on or about said Premises by Licensee or anyone holding or claiming to hold through or under Licensee.

- 7. RIGHT OF LICENSOR TO ENTER PREMISES: Licensor shall have at all times the right to enter the Premises and to inspect same.
- 8. RISK OF LOSS: All risk of loss or damage to all or any part of any equipment or other property installed pursuant to this Agreement shall be borne by Licensee. Licensee hereby releases and forever discharges Licensor of, and from, any and all liability for direct or consequential damage or injury that may be done to such equipment and facilities or Licensee's use thereof resulting from the use by Licensor of the Premises, as well as from all liability, loss or damage to which Licensee may be subjected by reason of the use, erection, or maintenance of such equipment and facilities.
- fire and extended coverage insurance insuring its interest and Licensor's interest in equipment or improvements on the said Premises, the Premises, and its interest in equipment or other property erected, maintained or used under this License. Licensee shall also carry general public liability insurance naming Licensor as an additional insured thereunder, covering claims for personal injury or property damage, with such limits as may reasonably be requested by the Licensor from time to time, but not less than \$500,000/\$1,000,000 in respect to bodily injury and \$100,000 for property damage. All insurance coverage required to be carried by Licensee hereunder shall be written by such insurers as Licensor shall approve and shall provide for not less than thirty (30) days prior written notice to Licensor of any amendment, renewal, cancellation

4

126

dence of such insurance coverage to themson, satisfactory to Licenson, upon the execution and delivery of this License Agreement. Licensee hereby waives any claim or right of action which it may have against Licensor for loss or lamage coverable by such insurance and Licensee covenants and agrees that it will obtain a waiver from the carrier of such insurance releasing such carrier's subrogation rights as against Licenson.

Licensee shall not do or cause to be done or permit on the Premises anything illegal or deemed extra hazardous on account of fire or personal liability and Licensee shall not use the Premises in any manner which will cause an increase in the premium rate for any insurance in effect on the Premises or a part thereof. If, because of anything done, caused to be done, permitted or omitted by Licensee or is agents, servants or employees, the premium rate for any kind of insurance in effect on the Premises or any part thereof shall be raised, Licensee shall pay Licensor on demand the amount of any such increase in premium which Licensor shall pay for such insurance and if Licensor shall demand that Licensee remedy the condition which caused any such increase in insurance premium rate, Licensee shall remedy such condition within ten (10) days after receipt of such demand.

termination of this License Agreement by either party or otherwise, or abandonment of the equipment and other property installed pursuant to this License, Licensee, at its own expense, shall remove such equipment and other property, and restore the Premises to the

5

127

condition that existed before installation of such equipment and other property.

- In erecting, maintaining or using any equipment or other property installed on the Premises pursuant to this License and in the performance of any acts required of or permitted Licensee under any provision of this Agreement, Licensee shall obey and comply with all lawful requirements, rules, regulations, laws, and ordinances of all legally constituted authorities existing at any time during the continuance of such performance or during the term of this Agreement.
- and other property erected by the Licensee on the Premises shall remain the personal property of the Licensee, regardless of the fact that such equipment or property may be attached to the Premises and shall be listed as such by the Licensee for the purpose of all ad valorem property taxes.

All ad valorem property taxes with respect to the Premises or any other taxes paid or to be paid by the Licensor as a result of the use of the Premises by Licensee or the erection, maintenance, and use of equipment pursuant to this Agreement shall be reimbursed by Licensee to Licensor immediately upon receipt by Licensee of written demand therefor from Licensor.

13. <u>UTILITIES</u>: It is expressly agreed that Licensor shall have no obligation or liability whatsoever to Licensee or any person or entity claiming through or under Licensee for any loss,

claim or damage arising out of any failure or stoppage of electrical power even if caused by Licensor's negligence and Licensee for itself and its successors and assigns hereby releases Licensor from any such obligation or liability. Licensee shall pay all charges for electricity and other utilities used, rendered or supplied in connection with the use by Licensee of the License granted hereby.

- 14. <u>NOTICE</u>: Any notice required by this Agreement shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, postage prepaid, and addressed:
- (a) If to Licensor, to Trinity Broadcasting Net-work, Inc., P. O. Box C-11949, Santa Ana, California, or to such other places as Licensor shall from time to time designate in a notice to Licensee.
- (b) If to Licensee, to Set Free Christian Fellowship, Inc., 320 North Anaheim Boulevard, Anaheim, California, or to such other places as Licensee shall from time to time designate in a notice to Licensor.
- 15. <u>ASSIGNMENTS</u>: Licensee shall not sell, rent, assign or in any manner purvey this License or any privilege granted hereunder.
- ment, intent, and understanding between the Licensor and Licensee is contained in the provisions of this License and any stipulations, representations, promises or agreements, written or oral, made prior to or contemporaneously with this License shall have no

legal or equitable effect or consequences unless reduced to writing herein. The terms "Licensor" and "Licensee" and all pronouns relating thereto shall be deemed to mean and include corporations, partnerships, and individuals as may fit the context and the masculine gender shall be deemed to include the feminine and the neuter and the singular number the plural.

This Agreement shall be governed by and construed pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this License Agreement as of the day and year first above written.

LICENSEE:

Set Free Christian Fellowship, Inc.

By: Al Ca

Title:

LICENSOR:

Trinity Broadcasting Network, Inc.

By:

Title: P

RENEWAL OF LICENSE AGREEMENT BETWEEN TRINITY BROADCASTING NETWORK, INC. AND SET FREE CHRISTIAN FELLOWSHIP, INC.

- 1. That certain License Agreement for 511 North Anaheim Boulevard, Anaheim, California, dated August 9, 1985 between SET FREE CHRISTIAN FELLOWSHIP, INC. ("Licensee") and TRINITY BROADCASTING NETWORK, INC. ("Licensor") is hereby renewed for another one year term commencing August 9, 1987 pursuant to all the terms and conditions of the License Agreement and with the addition of the terms set forth in paragraphs 2 and 3 nereinbelow.
- 2. Licensee shall pay all property taxes, property tax penalties and interest on property taxes arising out of its use and operation of the property and/or arising out of its railure to timely file an exemption application in proper form with the appropriate government agency.
- 3. The License Agreement shall automatically renew each year without formal action by either party, but shall at all times be subject to termination by either party upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have only executed this Renewal of License Agreement as of this _____ day of July, 1987.

"Licensee":

SET FREE CHRISTIAN FELLOWSHIP, INC.

Title Coston

"Licensor":

TRINITY BROADCASTING NETWORK, INC.

EXHIBIT C COLLEYVILLE LICENSING AGREEMENT

LICENSE AGREEMENT

This License Agreement is entered into this 26+h day of September , 1989, between TRINITY CHRISTIAN CENTER OF SANTA ANA, INC., previously known as TRINITY BROADCASTING NETWORK, INC., (hereinafter called "Licensor") and SET FREE CHRISTIAN FELLOWSHIP, INC., (hereinafter called "Licensee").

IN CONSIDERATION OF the mutual desire and intent of the parties to provide Christian training and temporary housing for those in need and in further consideration of the parties' mutual intent and desire to use the subject property to provide spiritual and physical ministry to the general public in a manner that honors Jesus Christ, Licensor hereby grants to Licensee an exclusive license to enter and occupy that certain improved real property owned by Licensor and generally referred to by the following address:

See exhibit A

which real property is hereinafter referred to as the "Premises."

The Licensor and the Licensee agree to the following terms and conditions:

^{1.} TERM: The term of this License shall be for one (1) year beginning on the day and year first written above. This license shall continue on a month to month basis if not terminated at the end of the term or earlier. Should said Premises, or any essential part thereof, be totally destroyed by fire or other

casualty, this Agreement shall immediately terminate; and in the case of partial destruction thereof, this Agreement may be terminated immediately by either party by giving written notice to the other. Notice of termination by either party shall be valid when given in the manner hereinafter provided.

- 2. <u>LICENSE FEES</u>: Licensee shall not be required to pay any license fees.
- 3. <u>DEFAULT</u>: If Licensee shall fail to keep or perform or abide by any term, condition, covenant or agreement of this Agreement and such default shall continue for a period of two (2) days after written notice from Licensor to Licensee of such default, Licensor may immediately or at any time thereafter terminate this Agreement and the License hereby granted, and this Agreement and the license hereby granted shall be deemed to have been terminated upon the giving by Licensor to Licensee of written notice of such termination.
- 4. LICENSOR'S RIGHT OF PRIOR APPROVAL: Licensee shall make no alteration, addition to or improvement or install any equipment on said Premises without the prior written consent of Licensor and any request by Licensee of Licensor to make any such alteration, addition, improvement or installation shall in each instance be accompanied by plans and specifications therefore all in such reasonable detail as Licensor may require.
- 5. <u>COSTS OF INSTALLATION AND LIENS</u>: All alterations, additions, improvements, and installations made by Licensee

pursuant to this Agreement shall be made at its sole cost and expense. Licensee agrees at all times to maintain all installations made by Licensee pursuant to this Agreement in good order and repair and in a safe and proper condition.

Licensee shall not suffer or permit any lien to be filed against the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to or for the benefit of Licensee and nothing in this Agreement contained shall be deemed or construed in any way as constituting the consent or request of the Licensor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials that would give rise to the filing of any lien against the Premises. If any such lien shall at any time be filed against the Premises, Licensee shall cause such lien to be discharged of record within five (5) days after the date of the filing thereof.

6. INDEMNIFICATION OF LICENSOR: Licensee agrees to indemnify and defend Licensor and to save harmless Licensor, and the directors, officers, invitees, agents, servants, and employees of Licensor, their successors and assigns against and from any and all claims, damages, liabilities, costs, and expenses which Licensor or such other persons or parties may incur or be liable for, including attorney's fees, occurring on said Premises, or on, in or about adjoining buildings, streets, sidewalks or vaults, or in any way arising out of or related to this Agreement or any of

the provisions thereof, occasioned in whole or part by any act or omission on the part of Licensee or any contractor, employee, agent, visitor, or assignee of Licensee, or by reason of any unlawful use of the rights granted hereunder or by reason of any breach, violation, or non-performance of any covenant in this Agreement on the part of Licensee to be observed or performed, and also by reason of any matter or thing growing out of the occupancy or use of said Premises or out of the erection, maintenance or use of equipment or other facilities on or about said Premises by Licensee or anyone holding or claiming to hold through or under Licensee.

- 7. RIGHT OF LICENSOR TO ENTER PREMISES: Licensor shall have at all times the right to enter the Premises and to inspect same.
- 8. RISK OF LOSS: All risk of loss or damage to all or any part of any equipment or other property installed pursuant to this Agreement shall be borne by Licensee. Licensee hereby releases and forever discharges Licensor of, and from, any and all liability for direct or consequential damage or injury that may be done to such equipment and facilities or Licensee's use thereof resulting from the use by Licensor of the Premises, as well as from all liability, loss or damage to which Licensee may be subjected by reason of the use, erection, or maintenance of such equipment and facilities.
- 9. INSURANCE AND INSURANCE RATES: Licensee shall carry fire and extended coverage insurance insuring its interest and Licensor's interest in equipment or improvements on the said

Premises, the Premises, and its interest in equipment or other property erected, maintained or used under this License. Licensee shall also carry general public liability insurance naming Licensor as an additional insured thereunder, covering claims for personal injury or property damage, with such limits as may reasonably be requested by the Licensor from time to time, but not less than \$500,000/\$1,000,000 in respect to bodily injury and \$100,000 for property damage. All insurance coverage required to be carried by Licensee hereunder shall be written by such insurers as Licensor shall approve and shall provide for not less than thirty (30) days prior written notice to Licensor of any amendment, renewal, cancellation or expiration of any such coverage. Licensee shall deliver evidence of such insurance coverage to Licensor, satisfactory to Licensor, upon the execution and delivery of this Licensee Agreement. Licensee hereby waives any claim or right of action which it may have against Licensor for loss or damage coverable by such insurance and Licensee covenants and agrees that it will obtain a waiver from the carrier of such insurance releasing such carrier's subrogation rights as against Licensor.

• :

Licensee shall not do or cause to be done or permit on the Premises anything illegal or deemed extra hazardous on account of fire or personal liability and Licensee shall not use the Premises in any manner which will cause an increase in the premium rate for any insurance in effect on the Premises or a part thereof. If, because of anything done, caused to be done, permitted or

omitted by Licensee or its agents, servants or employees, the premium rate for any kind of insurance in effect on the Premises or any part thereof shall be raised, Licensee shall pay Licensor on demand the amount of any such increase in premium which Licensor shall pay for such insurance and if Licensor shall demand that Licensee remedy the condition which caused any such increase in insurance premium rate, Licensee shall remedy such condition within ten (10) days after receipt of such demand.

- 10. TERMINATION AND RESTORATION OF PROPERTY: On any termination of this License Agreement by either party or otherwise, or abandonment of the equipment and other property installed pursuant to this License, Licensee, at its own expense, shall remove such equipment and other property, and restore the Premises to the condition that existed before installation of such equipment and other property.
- 11. COMPLIANCE BY LICENSEE WITH GOVERNMENTAL REGULATIONS: In erecting, maintaining or using any equipment or other property installed on the Premises pursuant to this License and in the performance of any acts required of or permitted Licensee under any provision of this Agreement, Licensee shall obey and comply with all lawful requirements, rules, regulations, laws, and ordinances of all legally constituted authorities existing any time during the continuance of such performance or during the term of this Agreement.
 - 12. OWNERSHIP OF EQUIPMENT, ETC., TAXES: All equipment and

other property erected by the Licensee on the Premises shall remain the personal property of the Licensee, regardless of the fact that such equipment or property may be attached to the Premises and shall be listed as such by the Licensee for the purpose of all ad valorem property taxes.

All ad valorem property taxes with respect to the Premises or any other taxes paid or to be paid by the Licensor as a result of the use of the Premises by Licensee or the erection, maintenance, and use of equipment pursuant to this Agreement shall be reimbursed by Licensee to Licensor immediately upon receipt by Licensee or written demand therefore from Licensor.

- have no obligation or liability whatsoever to Licensee or any person or entity claiming through or under Licensee for any loss, claim or damage arising out of any failure or stoppage of electrical power even if caused by Licensor's negligence and Licensee for itself and its successors and assigns hereby releases Licensor from any such obligation or liability. Licensee shall pay all charges for electricity and other utilities used, rendered or supplied in connection with the use by Licensee of the License granted hereby.
- 14. NOTICE: Any notice required by this Agreement shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, postage prepaid, and addressed:

- (a) If to Licensor, to Trinity Broadcasting Network, Inc., P. O. Box C-11949, Santa Ana, California, or to such other places as Licensor shall from time to time designate in a notice to Licensee.
- (b) If to Licensee, to Set Free Christian Fellowship, Inc., 320 North Anaheim Boulevard, Anaheim, California, or to such other places as Licensee shall from time to time designate in a notice to Licensor.
- 15. <u>ASSIGNMENTS</u>: Licensee shall not sell, rent, assign or in any manner purvey this License or any privilege granted hereunder.
- 16. INTEGRATION AND BINDING EFFECT: The entire agreement, intent and understanding between the Licensor and Licensee is contained in the provisions of this License and any stipulations, representations, promises or agreements, written or oral, made prior to or contemporaneously with this License shall have no legal or equitable effect or consequences unless reduced to writing herein. The terms "Licensor" and Licensee" and all pronouns relating thereto shall be deemed to mean and include corporations, partnerships, and individuals as may fit the context and the masculine gender shall be deemed to include the feminine and the neuter and the singular number the plural.

This Agreement shall be governed by and construed pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this License Agreement as of the day and year first above written.

Set	Free	Christian	Fellowship,	Inc

By:

Title:

LICENSEE:

LICENSOR:

Trinity Broadcasting Network, Inc.

By:

Title: PRESIDENT

Being the following described tract or parcel of land situated in the Hall Medlin Survey, Abstract No. 1038, Tarrant County, Texas, and being a portion of a tract as conveyed to William C. Hutson et ux Mary Ruth Hutson by deed recorded on Page 120 of Volume 2887 in the Tarrant County Deed Records, and being more particularly described by metes and bounds as follows:

BEGINNING in the South line of a tract as conveyed to William R. Mitchell et ux Cynthia T. Mitchell by deed recorded on Page 1616 of Volume 7868 in the Tarrant County Deed Records and being by deed North a distance of 584 varas, North O degrees 03 minutes 45 seconds West a distance of 155.24 feet, and South 79 degrees 36 minutes 45 seconds East a distance of 359.24 feet from the Southwest corner of said Hall Medlin Survey;

THENCE South 79 degrees 36 minutes 45 seconds East along the South line of said Mitchell tract a distance of 190.0 feet to a railroad spike in the centerline of Pleasant Run Road (County Road No. 3016);

THENCE South 1 degree 40 minutes West along the centerline of said Pleasant Run Road (County Road No. 3016) a distance of 155.0 feet;

THENCE North 79 degrees 33 minutes 20 seconds West a distance of 186.0 feet to an iron rod;

THENCE North O degrees 11 minutes 55 seconds East a distance of 155.47 feet to the Place of Beginning, and containing 0.661 acres or 28,783 square feet of land, more or less.

The following described tract or parcel of land situated in the W.E. CROOKS SURVEY, A-295, Tarrant County, Taxas, and being more particularly described as follows: DEGLEMBES at an iron rod being North 39 degrees 59 minutes 15 seconds East a distance of 66.9 feet from an iron rod at the Northeast corner of Lot 1, Block 1, RCBARTS ADDITION to the City of Colleyville, Tarrant County, Texas, according to Flat recorded on Page 7 of Volume 385-120, to the Tarrant County Deed Records; THENCE North 89 degrees 59 minutes 15 seconds East a distance of 307.3 feet to an iron rod; THENCE North 1 degree 51 minutes 20 seconds West a distance of 190.61 feet to an iron rod; THENCE North 88 degrees 59 minutes 10 seconds West a distance of 222.19 feet to an iron rod; THENCE North C degrees 19 minutes 10 seconds West a distance of 197.9 feet to an iron rod; THENCE South 68 degrees 59 minutes 10 seconds East a distance of 219.5 feet to an iron rod; THENCE North O degrees 21 minutes 20 seconds West a distance of 133.57 feet to an iron rod: THENCE North 0 degrees 16 minutes West a distance of 208.23 feet to an iron rod: THENCE South 75 degrees 59 minutes 05 seconds West a distance of 304.6 feet to an iron rod; THEMCZ South a distance of 656.96 feet to place of beginning, containing 3.765 acres of land, more or less.

TRACT II:

10

The following described tract or parcel of land situated in the W.E.CRCORS SURVEY, A-295, Tarrant County, Texas, and being more particularly described as follows: BEGINNING at an iron rod being North 85 degrees 59 minutes 15 seconds East a distance of 374.2 feet and North 1 degree 51 minutes 20 seconds West a distance of 190.61 feet from an iron rod at the Northeast corner of Lot 1, Elock 1, Roberts Addition, to the City of Colleyville, Tarrant County, Texas, according to Plat recorded on Page 7 of Volume 388-120 in the Tarrant County Deed Records; THENCS North 88 degrees 59 minutes 10 seconds West a distance of 222.19 feet to an iron rod; THENCE North O degrees 19 minutes 10 seconds West a distance of 197.9 feet to an iron rod; THENCE South 88 degrees 59 minutes 10 seconds East a distance of 219.5 feet to an iron rod; THENCE South 0 degrees 21 minutes 20 seconds East a distance of 100.0 feet to an iron rod; THENCE South 1 degree 51 minutes 20 seconds East a distance of 98.0 feet to Place of Beginning, containing 1.0 acres of land, more or less.

Together with all the rights granted in Easement for Ingress and Egress dated December 2,1983, executed by Winfrey Webb and wife, Grace Webb to Melvin A. Roberts and wife, Judy P. Roberts.

MAY & DUNNE

JOSEPH E DUNNE III COLBY M. MAY

'ALSO ADMITTED IN VIRGINIA

CHARTERED ATTORNEYS AT LAW

1000 THOMAS JEFFERSON STREET. N.W.

SUITE 520

WASHINGTON DC 20007 (202) 298-6345

RICHARD G GAY OF COUNSEL

TELECOPIER NO (202) 298-6375

September 25, 1991

HAND DELIVER

Barbara A. Kreisman, Esq. Chief, Video Services Division Mass Media Bureau Federal Communications Commission 1919 M Street, N.W., Room 702 Washington, D.C. 20554

8940-PRG: Station WTGI-TV, Wilmington, Delaware (BALCT-910329KE)

Dear Ms. Kreisman:

Transmitted herewith on behalf of National Minority TV, Inc. (NMTV) is a notarized copy of the affidavit of Rev. Phillip R. Aguilar. The affidavit submitted to you yesterday by Rev. Aguilar was signed but not notarized.

NMTV apologizes for any inconvenience this may have caused.

As always, please contact the undersigned if you have any questions or need further information.

Respectfully submitted,

MAY & DUNNE, CHARTERED

Joseph E. Dunne III one of National Minority

TV, Inc.'s Attorneys

JED: jrfB47

xc: Paul Gordon, Esq. (FCC, Rm. 700, Hand Deliver) Clay Pendarvis, Esq. (FCC, Rm. 700, Hand Deliver)

David Honig, Esq.

Eduardo Peña, Esq. (Hand Deliver)

Eduard von Wettberg III, Esq.